

**REMARKS**

This is in response to the Office Action dated September 17, 2003. New claims 20-24 have been added. Thus, claims 1-6 and 10-24 are now pending.

Applicant notes with appreciation the Examiner's allowance of claims 1-6 and 9-12. Applicant also notes with appreciation the Examiner's indication that claim 14 contains allowable subject matter.

Claim 13 stands rejected under 35 U.S.C. Section 102(e) as being allegedly anticipated by Kelly (US 6,103,168). This Section 102(e) rejection is respectfully traversed for at least the following reasons.

Claim 13 requires "a polymer inclusive substrate, the polymer inclusive substrate including an interior surface to be closest to a vehicle window and an exterior surface to be further from the window than is the interior surface; a polymer inclusive flexible thermoplastic elastomer portion including at least one *flexible lip or leg engaging a surface or edge of the vehicle window*, . . . wherein said substrate includes a projection extending from the exterior surface of the substrate, said projection being approximately perpendicular to a base portion of the substrate and supporting a seal, and wherein said projection extending from the substrate *does not contact* said thermoplastic elastomer portion that includes the lip or leg that engages the surface or edge of the vehicle window." For example, and without limitation, see Figs. 2-6 of the instant application which illustrate that projection 21b extends from the substrate 21 in a manner so that the

projection 21b does not contact the elastomer portion 23 that includes flexible lip or leg (23 and/or 38) which engages the window 25.

The cited art (i.e., Kelly) fails to disclose or suggest the aforesaid underlined portions of claim 13 for at least the following two reasons.

First, claim 13 requires that the "projection extending from the substrate *does not contact* said thermoplastic elastomer portion that includes the lip or leg that engages the surface or edge of the vehicle window." In contrast, the alleged projection in Fig. 3 of Kelly contacts the elastomer portion at 34a. Thus, it can be seen that Kelly's structure is expressly excluded by the invention of claim 13. Moreover, Kelly teaches directly away from the invention of claim 13 in this respect.

Second, in contrast to the allegations set forth in the Office Action, the lip 34c in Fig. 3 of Kelly cannot be the claimed "lip or leg engaging a surface or edge of the vehicle window" recited in claim 13. This is because lip 34c in Kelly does not engage any window. Instead, lip 34c in Kelly engages a door – not a window (e.g., see Kelly at col. 3, lines 42-43). Again, Kelly teaches directly away from the invention of claim 13 in this respect, and cannot possibly anticipate the same.

New claim 21 defines over Kelly for the reasons discussed above with respect to claim 13.

Claims 20 and 22 require that "said projection extends from the exterior surface of the substrate, and the thermoplastic elastomer portion is at least partially attached to the interior surface of the substrate, so that the projection and thermoplastic elastomer

RANDAZZO  
Appl. No. 09/841,192  
December 15, 2003

portion are at least partially on *opposite sides* of the substrate." Kelly fails to disclose or suggest this aspect of claims 20 and 22.

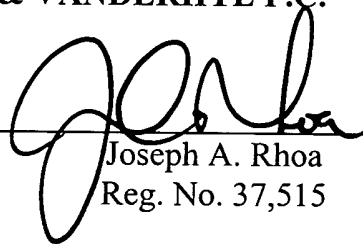
Claim 24 requires "an approximately U-shaped seal carrier supported by said projection, wherein the projection fits into a channel defined between opposing legs of the approximately U-shaped seal carrier; and a seal to be provided between the approximately U-shaped seal carrier and a door of the vehicle." Again, Kelly fails to disclose or suggest these aspects of claim 24.

For at least the foregoing reasons, it is respectfully requested that all rejections be withdrawn. All claims are in condition for allowance. If any minor matter remains to be resolved, the Examiner is invited to telephone the undersigned with regard to the same.

Respectfully submitted,

**NIXON & VANDERHYE P.C.**

By: \_\_\_\_\_



Joseph A. Rhoa  
Reg. No. 37,515

JAR:caj  
1100 North Glebe Road, 8th Floor  
Arlington, VA 22201-4714  
Telephone: (703) 816-4000  
Facsimile: (703) 816-4100